

EXHIBIT A

SUM-100

SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

CLUBCORP HOLDINGS, INC., et al. (List of Additional Defendants Attached)

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

BETTY YEE, CONTROLLER OF STATE OF CALIFORNIA

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): San Francisco County Superior Court
400 McAllister St., San Francisco, CA 94102-4514

CASE NUMBER:
(Número del Caso):

CC-19-576314

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

S. Michele Inan, 455 Golden Gate Ave., Suite 11000, San Francisco, CA 94102

DATE: MAY 29 2019
(Fecha)

CLERK OF THE COURT

Clerk, by
(Secretario)

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS 010).)

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): ClubCorp Holding, Inc.

- | | |
|--|---|
| under: <input checked="" type="checkbox"/> CCP 416.10 (corporation) | <input type="checkbox"/> CCP 416.60 (minor) |
| <input checked="" type="checkbox"/> CCP 416.20 (defunct corporation) | <input type="checkbox"/> CCP 416.70 (conservatee) |
| <input type="checkbox"/> CCP 416.40 (association or partnership) | <input type="checkbox"/> CCP 416.90 (authorized person) |
| <input type="checkbox"/> other (specify): | |

4. ☐ by personal delivery on (date):



RY FAX

SUM-200(A)

SHORT TITLE: Yee v. ClubCorp Holdings	CASE NUMBER:
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INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

☐ Plaintiff
 ☒ Defendant
 ☐ Cross-Complainant
 ☐ Cross-Defendant

CLUBCORP CLUB OPERATIONS, INC., CCA CLUB OPERATIONS HOLDING, LLC, CLUBCORP USA, INC., CLUBCORP ALISO VIEJO HOLDING CORP., BERNARDO HEIGHTS COUNTRY CLUB, CLUBCORP BRAEMAR COUNTRY CLUB, INC., CLUBCORP CREST COUNTRY CLUB, INC., CLUBCORP CENTER CLUB, INC., CLUBCORP COTO PROPERTY HOLDINGS, INC., CLUBCORP CROW CANYON MANAGEMENT CORP., CLUBCORP DESERT FALLS COUNTRY CLUB, INC., GRANITE BAY GOLF CLUB, INC., A/K/A CLUBCORP GRANITE BAY MANAGEMENT, INC., CLUBCORP IW GOLF CLUB, INC., CLUBCORP MISSION HILLS COUNTRY CLUB, INC., CLUBCORP PORTER VALLEY COUNTRY CLUB, INC., SANTA ROSA GOLF & COUNTRY CLUB, CLUBCORP SPRING VALLEY LAKE COUNTRY CLUB, INC., CLUBCORP TEAL BEND GOLF CLUB, INC., CLUBCORP TURKEY CREEK GOLF CLUB, INC., CLUBCORP SYMPHONY TOWERS CLUB, INC., CITY CLUB OF LOS ANGELES, INC., A/K/A CLUBCORP BUNKER HILL CLUB, INC., SILICON VALLEY CAPITAL CLUB A/K/A CLUBCORP SAN JOSE CLUB, INC., MORGAN RUN CLUB & RESORT, EMPIRE RANCH GOLF CLUB, INC., OLD RANCH COUNTRY CLUB, LLC, SHADOWRIDGE GOLF CLUB, INC., ROYAL DRIVE COUNTRY CLUB, INC., MCC MANAGEMENT CORPORATION, LAKEVIEW CITY CLUB, INC., SAN FRANCISCO TENNIS CLUB, INC., LOS GATOS TENNIS CLUB, INC., MARINA CLUB MANAGEMENT, INC., CLUBCORP AIRWAYS GOLF CLUB, INC.

Page 1 of 1

BY FAX

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 Attorney General of California
 2 PAUL STEIN
 Supervising Deputy Attorney General
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 Deputy Attorney General
 4 State Bar No. 119205
 455 Golden Gate Avenue, Suite 11000
 5 San Francisco, CA 94102-7004
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 7 Attorneys for Plaintiff Betty T. Yee, Controller of the
 State of California

FILED
 San Francisco County Superior Court
 MAY 29 2019

CLERK OF THE COURT
 By: *[Signature]*
 Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

12 **BETTY T. YEE, CONTROLLER OF THE**
 13 **STATE OF CALIFORNIA,**

Plaintiff,

v.

16 **CLUBCORP HOLDINGS, INC.,**
 17 **CLUBCORP CLUB OPERATIONS, INC.,**
 18 **CCA CLUB OPERATIONS HOLDING,**
 19 **LLC, CLUBCORP USA, INC., CLUBCORP**
 20 **ALISO VIEJO HOLDING CORP.,**
 21 **BERNARDO HEIGHTS COUNTRY CLUB,**
 22 **CLUBCORP BRAEMAR COUNTRY**
 23 **CLUB, INC., CLUBCORP CREST**
 24 **COUNTRY CLUB, INC., CLUBCORP**
 25 **CENTER CLUB, INC., CLUBCORP COTO**
 26 **PROPERTY HOLDINGS, INC.,**
 27 **CLUBCORP CROW CANYON**
 28 **MANAGEMENT CORP., CLUBCORP**
DESERT FALLS COUNTRY CLUB, INC.,
GRANITE BAY GOLF CLUB, INC., A/K/A
CLUBCORP GRANITE BAY
MANAGEMENT, INC., CLUBCORP IW
GOLF CLUB, INC., CLUBCORP MISSION
HILLS COUNTRY CLUB, INC.,
CLUBCORP PORTER VALLEY
COUNTRY CLUB, INC., SANTA ROSA
GOLF & COUNTRY CLUB, CLUBCORP
SPRING VALLEY LAKE COUNTRY
CLUB, INC., CLUBCORP TEAL BEND
GOLF CLUB, INC., CLUBCORP TURKEY

Case No. _____

COMPLAINT FOR INJUNCTIVE AND
DECLARATORY RELIEF TO
ENFORCE CALIFORNIA'S
UNCLAIMED PROPERTY LAW
 (Code Civ. Proc., § 1500 *et seq.*)

Exempt from Filing Fees
 (Gov. Code, § 6103)

CGC - 19 - 576314

CREEK GOLF CLUB, INC., CLUBCORP
 SYMPHONY TOWERS CLUB, INC., CITY
 CLUB OF LOS ANGELES, INC., A/K/A
 CLUBCORP BUNKER HILL CLUB, INC.,
 SILICON VALLEY CAPITAL CLUB
 A/K/A CLUBCORP SAN JOSE CLUB,
 INC., MORGAN RUN CLUB & RESORT,
 EMPIRE RANCH GOLF CLUB, INC., OLD
 RANCH COUNTRY CLUB, LLC,
 SHADOWRIDGE GOLF CLUB, INC.,
 ROYAL DRIVE COUNTRY CLUB, INC.,
 MCC MANAGEMENT CORPORATION,
 LAKEVIEW CITY CLUB, INC., SAN
 FRANCISCO TENNIS CLUB, INC., LOS
 GATOS TENNIS CLUB, INC., MARINA
 CLUB MANAGEMENT, INC.,
 CLUBCORP AIRWAYS GOLF CLUB,
 INC., AND DOES 1-100,

Defendants.

Plaintiff BETTY T. YEE, Controller of the State of California, based on information and belief, alleges as follows:

PARTIES

1. Plaintiff BETTY T. YEE is the elected Controller of the State of California ("the Controller"). The Controller enforces California's Unclaimed Property Law, Code of Civil Procedure section 1500 et. seq. ("the UPL"), and has all powers necessary to safeguard and conserve the interests of all parties, including the State of California, having any vested or expectant interest in unclaimed property. These powers include authority to make investigations and prosecute actions concerning all matters relating to the business activities and subjects under the Controller's jurisdiction. (Gov. Code, § 11180; see also Code Civ. Proc., § 1572.)

2. Defendant CLUBCORP HOLDINGS, INC. is a Delaware LLC with a principal place of business in Texas. CLUBCORP HOLDINGS, INC. is the largest owner and operator of private golf and country clubs in the country. Through its various subsidiaries and affiliates, it currently owns or operates more than 200 golf and country clubs and business, sports and alumni clubs worldwide, including more than twenty (20) subsidiary or affiliated clubs located in California, which are also parties to this action. CLUBCORP HOLDINGS, INC. conducts

1 business in California.

2 3. Defendant CLUBCORP CLUB OPERATIONS, INC. is a Delaware LLC with a
3 principal place of business in Texas. CLUBCORP CLUB OPERATIONS, INC. conducts
4 business in California, including operation of the more than 20 affiliated clubs located in
5 California, which are also parties to this action.

6 4. Defendant CCA CLUB OPERATIONS HOLDING, LLC is a Delaware LLC with a
7 principal place of business in Texas. CCA CLUB OPERATIONS HOLDING, LLC conducts
8 business in California, including operation of the more than 20 affiliated clubs located in
9 California, which are also parties to this action.

10 5. Defendant CLUBCORP USA, INC. is a Delaware LLC with a principal place of
11 business in Texas. CLUBCORP USA, INC. conducts business in California, including operation
12 of the more than 20 affiliated clubs located in California, which are also parties to this action.

13 6. Defendant CLUBCORP ALISO VIEJO HOLDING CORP. is an affiliate, subsidiary,
14 or otherwise associated with defendants CLUBCORP HOLDINGS, INC., and/or CLUBCORP
15 CLUB OPERATIONS, INC., and/or CCA CLUB OPERATIONS HOLDING, LLC, and/or
16 CLUBCORP USA, INC. CLUBCORP ALISO VIEJO HOLDING CORP.'s principal place of
17 business is in Aliso Viejo, California.

18 7. Defendant BERNARDO HEIGHTS COUNTRY CLUB is an affiliate, subsidiary, or
19 otherwise associated with defendants CLUBCORP HOLDINGS, INC., and/or CLUBCORP
20 CLUB OPERATIONS, INC., and/or CCA CLUB OPERATIONS HOLDING, LLC, and/or
21 CLUBCORP USA, INC. BERNARDO HEIGHTS COUNTRY CLUB's principal place of
22 business is in San Diego, California.

23 8. Defendant CLUBCORP BRAEMAR COUNTRY CLUB, INC. is an affiliate,
24 subsidiary, or otherwise associated with defendants CLUBCORP HOLDINGS, INC., and/or
25 CLUBCORP CLUB OPERATIONS, INC., and/or CCA CLUB OPERATIONS HOLDING,
26 LLC, and/or CLUBCORP USA, INC. CLUBCORP BRAEMAR COUNTRY CLUB, INC.'s
27 principal place of business is in Tarzana, California.

28 9. Defendant CLUBCORP CREST COUNTRY CLUB, INC. is an affiliate, subsidiary,

1 or otherwise associated with defendants CLUBCORP HOLDINGS, INC., and/or CLUBCORP
2 CLUB OPERATIONS, INC., and/or CCA CLUB OPERATIONS HOLDING, LLC, and/or
3 CLUBCORP USA, INC. CLUBCORP CREST COUNTRY CLUB, INC.'s principal place of
4 business is in Riverside, California.

5 10. Defendant CLUBCORP CENTER CLUB, INC., is an affiliate, subsidiary, or
6 otherwise associated with defendants CLUBCORP HOLDINGS, INC., and/or CLUBCORP
7 CLUB OPERATIONS, INC., and/or CCA CLUB OPERATIONS HOLDING, LLC, and/or
8 CLUBCORP USA, INC. CLUBCORP CENTER CLUB, INC.'s principal place of business is in
9 Costa Mesa, California

10 11. Defendant CLUBCORP COTO PROPERTY HOLDINGS, INC. is an affiliate,
11 subsidiary, or otherwise associated with defendants CLUBCORP HOLDINGS, INC., and/or
12 CLUBCORP CLUB OPERATIONS, INC., and/or CCA CLUB OPERATIONS HOLDING,
13 LLC, and/or CLUBCORP USA, INC. CLUBCORP COTO PROPERTY HOLDINGS, INC.'s
14 principal place of business is in Coto de Caza, California

15 12. Defendant CLUBCORP CROW CANYON MANAGEMENT CORP. is an affiliate,
16 subsidiary, or otherwise associated with defendants CLUBCORP HOLDINGS, INC., and/or
17 CLUBCORP CLUB OPERATIONS, INC., and/or CCA CLUB OPERATIONS HOLDING,
18 LLC, and/or CLUBCORP USA, INC. CLUBCORP CROW CANYON MANAGEMENT
19 CORP.'s principal place of business is in Danville, California

20 13. Defendant CLUBCORP DESERT FALLS COUNTRY CLUB, INC. is an affiliate,
21 subsidiary, or otherwise associated with defendants CLUBCORP HOLDINGS, INC., and/or
22 CLUBCORP CLUB OPERATIONS, INC., and/or CCA CLUB OPERATIONS HOLDING,
23 LLC, and/or CLUBCORP USA, INC. CLUBCORP DESERT FALLS COUNTRY CLUB,
24 INC.'s principal place of business is in Palm Desert, California.

25 14. Defendant GRANITE BAY GOLF CLUB, INC. a/k/a CLUBCORP GRANITE BAY
26 MANAGEMENT, INC. is an affiliate, subsidiary, or otherwise associated with defendants
27 CLUBCORP HOLDINGS, INC., and/or CLUBCORP CLUB OPERATIONS, INC., and/or CCA
28 CLUB OPERATIONS HOLDING, LLC, and/or CLUBCORP USA, INC. GRANITE BAY

1 GOLF CLUB, INC. a/k/a CLUBCORP GRANITE BAY MANAGEMENT, INC.'s principal
2 place of business is in Granite Bay, California,

3 15. Defendant CLUBCORP IW GOLF CLUB, INC. is an affiliate, subsidiary, or
4 otherwise associated with defendants CLUBCORP HOLDINGS, INC., and/or CLUBCORP
5 CLUB OPERATIONS, INC., and/or CCA CLUB OPERATIONS HOLDING, LLC, and/or
6 CLUBCORP USA, INC. CLUBCORP IW GOLF CLUB, INC.'s principal place of business is in
7 Indian Wells, California.

8 16. Defendant CLUBCORP MISSION HILLS COUNTRY CLUB, INC. is an affiliate,
9 subsidiary, or otherwise associated with defendants CLUBCORP HOLDINGS, INC., and/or
10 CLUBCORP CLUB OPERATIONS, INC., and/or CCA CLUB OPERATIONS HOLDING,
11 LLC, and/or CLUBCORP USA, INC. CLUBCORP MISSION HILLS COUNTRY CLUB,
12 INC.'s principal place of business is in Rancho Mirage, California.

13 17. Defendant CLUBCORP PORTER VALLEY COUNTRY CLUB, INC. is an affiliate,
14 subsidiary, or otherwise associated with defendants CLUBCORP HOLDINGS, INC., and/or
15 CLUBCORP CLUB OPERATIONS, INC., and/or CCA CLUB OPERATIONS HOLDING,
16 LLC, and/or CLUBCORP USA, INC. CLUBCORP PORTER VALLEY COUNTRY CLUB,
17 INC.'s principal place of business is in Northridge, California.

18 18. Defendant SANTA ROSA GOLF & COUNTRY CLUB is an affiliate, subsidiary, or
19 otherwise associated with defendants CLUBCORP HOLDINGS, INC., and/or CLUBCORP
20 CLUB OPERATIONS, INC., and/or CCA CLUB OPERATIONS HOLDING, LLC, and/or
21 CLUBCORP USA, INC. SANTA ROSA GOLF & COUNTRY CLUB's principal place of
22 business is in Santa Rosa, California.

23 19. Defendant CLUBCORP SPRING VALLEY LAKE COUNTRY CLUB, Inc. is an
24 affiliate, subsidiary, or otherwise associated with defendants CLUBCORP HOLDINGS, INC.,
25 and/or CLUBCORP CLUB OPERATIONS, INC., and/or CCA CLUB OPERATIONS
26 HOLDING, LLC, and/or CLUBCORP USA, INC. CLUBCORP SPRING VALLEY LAKE
27 COUNTRY CLUB, Inc.'s principal place of business is in Victorville, California.

28 20. Defendant CLUBCORP TEAL BEND GOLF CLUB, INC. is an affiliate, subsidiary,

1 or otherwise associated with defendants CLUBCORP HOLDINGS, INC., and/or CLUBCORP
 2 CLUB OPERATIONS, INC., and/or CCA CLUB OPERATIONS HOLDING, LLC, and/or
 3 CLUBCORP USA, INC. CLUBCORP TEAL BEND GOLF CLUB, INC.'s principal place of
 4 business is in Sacramento, California.

5 21. Defendant CLUBCORP TURKEY CREEK GOLF CLUB, INC. is an affiliate,
 6 subsidiary, or otherwise associated with defendants CLUBCORP HOLDINGS, INC., and/or
 7 CLUBCORP CLUB OPERATIONS, INC., and/or CCA CLUB OPERATIONS HOLDING,
 8 LLC, and/or CLUBCORP USA, INC. CLUBCORP TURKEY CREEK GOLF CLUB, INC.'s
 9 principal place of business is in Lincoln, California.

10 22. Defendant CLUBCORP SYMPHONY TOWERS CLUB, INC., is an affiliate,
 11 subsidiary, or otherwise associated with defendants CLUBCORP HOLDINGS, INC., and/or
 12 CLUBCORP CLUB OPERATIONS, INC., and/or CCA CLUB OPERATIONS HOLDING,
 13 LLC, and/or CLUBCORP USA, INC. Defendant CLUBCORP SYMPHONY TOWERS CLUB,
 14 INC.'s principal place of business is in San Diego, California.

15 23. Defendant THE CITY CLUB OF LOS ANGELES, INC. a/k/a CLUBCORP
 16 BUNKER HILL CLUB, INC. is an affiliate, subsidiary, or otherwise associated with defendants
 17 CLUBCORP HOLDINGS, INC., and/or CLUBCORP CLUB OPERATIONS, INC., and/or CCA
 18 CLUB OPERATIONS HOLDING, LLC, and/or CLUBCORP USA, INC. THE CITY CLUB OF
 19 LOS ANGELES, INC., a/k/a CLUBCORP BUNKER HILL CLUB, INC.'s principal place of
 20 business is located in Los Angeles, California.

21 24. Defendant SILICON VALLEY CAPITAL CLUB a/k/a CLUBCORP SAN JOSE
 22 CLUB, INC. is an affiliate, subsidiary, or otherwise associated with defendants CLUBCORP
 23 HOLDINGS, INC., and/or CLUBCORP CLUB OPERATIONS, INC., and/or CCA CLUB
 24 OPERATIONS HOLDING, LLC, and/or CLUBCORP USA, INC. SILICON VALLEY
 25 CAPITAL CLUB a/k/a CLUBCORP SAN JOSE CLUB, INC.'s principal place of business is in
 26 San Jose, California.

27 25. Defendant MORGAN RUN CLUB & RESORT is an affiliate, subsidiary, or
 28 otherwise associated with defendants CLUBCORP HOLDINGS, INC., and/or CLUBCORP

1 CLUB OPERATIONS, INC., and/or CCA CLUB OPERATIONS HOLDING, LLC, and/or
2 CLUBCORP USA, INC. MORGAN RUN CLUB & RESORT's principal place of business is in
3 Rancho Santa Fe, California.

4 26. Defendant EMPIRE RANCH GOLF CLUB, LLC is an affiliate, subsidiary, or
5 otherwise associated with defendants CLUBCORP HOLDINGS, INC., and/or CLUBCORP
6 CLUB OPERATIONS, INC., and/or CCA CLUB OPERATIONS HOLDING, LLC, and/or
7 CLUBCORP USA, INC. EMPIRE RANCH GOLF CLUB, LLC's principal place of business is
8 in Folsom, California.

9 27. Defendant OLD RANCH COUNTRY CLUB, LLC is an affiliate, subsidiary, or
10 otherwise associated with defendants CLUBCORP HOLDINGS, INC., and/or CLUBCORP
11 CLUB OPERATIONS, INC., and/or CCA CLUB OPERATIONS HOLDING, LLC, and/or
12 CLUBCORP USA, INC. OLD RANCH COUNTRY CLUB, LLC's principal place of business is
13 in Seal Beach, California.

14 28. Defendant SHADOWRIDGE GOLF CLUB, INC. is an affiliate, subsidiary, or
15 otherwise associated with defendants CLUBCORP HOLDINGS, INC., and/or CLUBCORP
16 CLUB OPERATIONS, INC., and/or CCA CLUB OPERATIONS HOLDING, LLC, and/or
17 CLUBCORP USA, INC. SHADOWRIDGE GOLF CLUB, INC.'s principal place of business is
18 in Vista, California.

19 29. Defendant ROYAL DRIVE COUNTRY CLUB, INC. was an affiliate, subsidiary,
20 or otherwise associated with defendants CLUBCORP HOLDINGS, INC., and/or CLUBCORP
21 CLUB OPERATIONS, INC., and/or CCA CLUB OPERATIONS HOLDING, LLC, and/or
22 CLUBCORP USA, INC., until January 1981. ROYAL DRIVE COUNTRY CLUB, INC.'s
23 principal place of business was in the State of California.

24 30. Defendant MCC MANAGEMENT CORPORATION was an affiliate, subsidiary, or
25 otherwise associated with defendants CLUBCORP HOLDINGS, INC., and/or CLUBCORP
26 CLUB OPERATIONS, INC., and/or CCA CLUB OPERATIONS HOLDING, LLC, and/or
27 CLUBCORP USA, INC., until January 1993. MCC MANAGEMENT CORPORATION's
28 principal place of business was in the State of California.

1 31. Defendant LAKEVIEW CITY CLUB, INC. was an affiliate, subsidiary, or otherwise
2 associated with defendants CLUBCORP HOLDINGS, INC., and/or CLUBCORP CLUB
3 OPERATIONS, INC., and/or CCA CLUB OPERATIONS HOLDING, LLC, and/or CLUBCORP
4 USA, INC., until December 1996. LAKEVIEW CITY CLUB, INC.'s principal place of business
5 was in the State of California.

6 32. Defendant SAN FRANCISCO TENNIS CLUB, INC. was an affiliate, subsidiary, or
7 otherwise associated with defendants CLUBCORP HOLDINGS, INC., and/or CLUBCORP
8 CLUB OPERATIONS, INC., and/or CCA CLUB OPERATIONS HOLDING, LLC, and/or
9 CLUBCORP USA, INC., until February 2009. SAN FRANCISCO TENNIS CLUB, INC.'s
10 principal place of business was located in San Francisco, California.

11 33. Defendant LOS GATOS TENNIS CLUB, INC. was an affiliate, subsidiary, or
12 otherwise associated with defendants CLUBCORP HOLDINGS, INC., and/or CLUBCORP
13 CLUB OPERATIONS, INC., and/or CCA CLUB OPERATIONS HOLDING, LLC, and/or
14 CLUBCORP USA, INC., until April 1997. LOS GATOS TENNIS CLUB, INC.'s principal place
15 of business was in Los Gatos, California.

16 34. Defendant MARINA CLUB MANAGEMENT, INC. was an affiliate, subsidiary, or
17 otherwise associated with defendants CLUBCORP HOLDINGS, INC., and/or CLUBCORP
18 CLUB OPERATIONS, INC., and/or CCA CLUB OPERATIONS HOLDING, LLC, and/or
19 CLUBCORP USA, INC., until January 1988. MARINA CLUB MANAGEMENT, INC.'s
20 principal place of business was in the State of California.

21 35. Defendant CLUBCORP AIRWAYS GOLF CLUB, INC., was an affiliate, subsidiary,
22 or otherwise associated with defendants CLUBCORP HOLDINGS, INC., and/or CLUBCORP
23 CLUB OPERATIONS, INC., and/or CCA CLUB OPERATIONS HOLDING, LLC, and/or
24 CLUBCORP USA, INC., until September 2016. CLUBCORP AIRWAYS GOLF CLUB, INC.'s
25 principal place of business was in Fresno, California.

26 36. Collectively, the above-listed defendants will be referred to in this Complaint as
27 "ClubCorp" or "Defendants."
28

37. The true names, capacities, and conduct of Does 1 through 100, inclusive, are unknown to the Controller, who therefore sues them by such fictitious names. Each of the defendants designated herein as Does 1 through 100, inclusive, are responsible in some manner for the events and happenings herein described and proximately caused the violations herein alleged. The Controller will seek leave to amend this complaint to set forth the true names, capacities, and conduct of these fictitiously named defendants when they become known.

38. Each defendant named herein, including all fictitiously named defendants, are and at all times mentioned were, the agent or employee of the remaining defendants, and in doing or failing to do the things hereafter alleged, were acting in the course and scope of that agency or employment with the full consent, either express or implied, of each of the remaining defendants.

UNCLAIMED PROPERTY LAW

39. The objectives of the UPL are “to reunite owners with unclaimed funds or property,” and “to give the state, rather than the holder, the benefit of the use of unclaimed funds or property.” (*Bank of America v. Cory* (1985) 164 Cal.App.3d 66, 74.) “The state, through the Controller, acts as the protector of the rights of the true owner, and is required to affirmatively take all steps to carry out the purposes of the [Unclaimed Property Law].” (*Id.*, internal citations omitted.)

40. The UPL requires that holders (usually financial institutions and other businesses) identify, report, and then deliver unclaimed property of various types to the Controller. (Code Civ. Proc., §§ 1520, 1530, 1532, 1532.1.) All tangible personal property located in California and all intangible property that is held or owing in the ordinary course of the holder’s business, and has remained unclaimed by the owner for a prescribed period of time depending on the type of property (three years in most cases) after it has become payable or distributable, escheats to the State. (*Id.*) The Controller assumes custody of, and is responsible for, the safekeeping of such property for the owner of the property. (*Id.*, § 1560.) Title to unclaimed property vests in the State, subject to the right of the owners (or their descendants) to appear and claim the escheated property. (*Id.*, §§ 1300, subd. (c), 1540, subd. (d).)

41. The UPL requires notices to owners to alert them that their property is subject to

1 escheat by a holder or has been escheated to the Controller. Holders are required to notify
 2 apparent owners of unclaimed property of its impending transfer prior to payment or delivery to
 3 the State. (Code Civ. Proc., §§ 1513.5, subds. (c), (d), 1516, subds. (d), (e), 1520, subd. (b).) The
 4 Controller is also required to notify owners of unclaimed property that is reported to it prior to
 5 payment or delivery of the property. (*Id.*, § 1531, subd. (d).) Post-transfer notifications are also
 6 required. (*Id.*, § 1531, subds. (a)-(c).)

7 JURISDICTION AND VENUE

8 42. Defendants are “holders” under the UPL. Where a holder of unclaimed property is
 9 domiciled in the state or engaged in and transacting business in the state, the Controller may bring
 10 an action in any court of this state of appropriate jurisdiction to: (1) enforce the duty of any
 11 person to permit an examination of the records of such person; (2) obtain a judicial determination
 12 that particular property is subject to escheat; or (3) enforce delivery of any property to the
 13 Controller. (Code Civ. Proc., §§ 1572, subds. (a)(1)-(3), (b)(1)-(2).) There is no statute of
 14 limitations within which the Controller must bring an action to enforce these provisions of the
 15 UPL. (Code Civ. Proc., § 1570; *Bank of American v. Cory* (1985) 164 Cal.App.3d 66, 76.)

16 43. This Court has jurisdiction over all causes of action in this Complaint, and venue lies
 17 in this Court, as ClubCorp engages(ed) in and transacts(cd) business in the County of San
 18 Francisco.

19 CLUBCORP’S BUSINESS PRACTICES

20 44. In 2008, the Controller joined a multi-state audit, lead by the State of Texas, to review
 21 ClubCorp’s books and records. The audit’s purpose was to determine whether ClubCorp held
 22 unclaimed property that should have been reported and escheated to the states participating in the
 23 audit. The unclaimed property at issue included millions of dollars worth of “initiation deposits”
 24 or “membership deposits” that ClubCorp has collected over many years from former and current
 25 members of its golf and country clubs nationwide. ClubCorp collected these deposits under
 26 contracts with its members. The contracts require(d) ClubCorp to repay or refund the money to
 27 the members after a set number of years. In violation of its contractual obligations and the UPL,
 28 ClubCorp has failed to repay or refund the deposits to former and current members, and has failed

1 to report and deliver the unclaimed funds to the Controller as required by the UPL and other
2 states' unclaimed property laws.

3 45. In 2019, the multi-state auditors notified the Controller that Texas had filed a petition
4 in Texas state court against ClubCorp, *State of Texas v ClubCorp Holdings, Inc. et al.*, Travis
5 County, Cause No. D-1-GN-19-000119, to recover membership deposits as unclaimed property
6 under Texas's escheat laws. The action followed Club Corp's refusal to permit a complete and
7 timely examination of its books and records.

8 46. Given ClubCorp's refusal since 2008 to allow the multi-state auditors to perform a
9 complete and timely examination of its books and records, and its failure to report and deliver to
10 the Controller millions of dollars in unclaimed membership deposits, judicial intervention is
11 needed to secure ClubCorp's compliance with the UPL.

12 47. Over several decades, more than 9,000 Californians entered into membership
13 contracts with ClubCorp and paid deposits on the condition that the money would be paid back to
14 them after a set number of years. ClubCorp made no efforts to return the money as promised. It
15 also failed to notify the Controller that it was holding these funds after expiration of the three-
16 year dormancy period on the deposits. Although ClubCorp filed unclaimed property reports with
17 the Controller, it did not identify the membership deposits, and it did not escheat them. As of
18 2017, ClubCorp had failed to escheat more than \$10 million in unclaimed membership deposits
19 due and owing to the Controller.

20 48. These deposits were left unclaimed for more than three years after they became due
21 and payable to the members. ClubCorp must therefore allow a complete and timely examination
22 of its books and records to precisely determine how many such deposits are unclaimed and their
23 value. After that, the amounts due and owing must be reported and delivered to the Controller
24 pursuant to the UPL. Any unclaimed deposits of former and current members of ClubCorp clubs
25 located outside of California must also be reported and escheated to the Controller, if the
26 dormancy period has expired and any such members' last known address is in California. (Code
27 Civ. Proc., § 1510.)

28 49. As a result of ClubCorp's refusal to allow a complete and timely examination of its

books and records, and its failure to report and escheat unclaimed membership deposits to the Controller as described above, the Controller and the State of California have been injured. The Controller's authority and duties to complete a lawful examination of unclaimed property held by ClubCorp, and to return unclaimed property to its rightful owners, have been frustrated. Additionally, the State has been deprived of the beneficial use of the unclaimed membership deposits being held by ClubCorp.

50. A present controversy exists between ClubCorp and the Controller over these alleged violations. The Controller contends that ClubCorp has violated its obligations to submit to a complete and timely examination of its books and records, and to report and escheat unclaimed membership deposits to the Controller. ClubCorp disputes this.

FIRST CAUSE OF ACTION

Unclaimed Property Law—Action to Enforce Duty to Permit Examination of Records

(Code Civ. Proc., §§ 1571-1572)

(Against all Defendants)

51. Plaintiff incorporates paragraphs 1 through 50 as though fully set forth herein.

52. The Controller has reason to believe that ClubCorp has failed to report unclaimed membership deposits that are subject to escheat. (Code Civ. Proc., § 1571, subd. (a).) Since 2008, the Controller has sought, unsuccessfully, to examine ClubCorp's books and records as part of a multi-state audit. Due to ClubCorp's refusal to cooperate with the multi-state audit, Texas has now filed suit in its own state courts against ClubCorp to recover unclaimed membership deposits due and owing to the Texas Comptroller. In these circumstances, the Controller may bring an action to enforce ClubCorp's duty under the UPL to permit a complete and timely examination of ClubCorp's books and records, so that unclaimed membership deposits subject to escheat may be identified, reported, and delivered to the Controller. (*Id.*, § 1572, subd. (a)(1).)

53. Absent judicial intervention, the Controller's efforts to identify and recover unclaimed membership deposits in ClubCorp's possession will continue to be frustrated.

54. Accordingly, pursuant to Code of Civil Procedure sections 1571 and 1572, the Controller is entitled to an order enforcing ClubCorp's duty to permit a complete and timely

1 examination of its books and records.

2 **SECOND CAUSE OF ACTION**

3 **Unclaimed Property Law—Action for Judicial Determination that Particular Property is**

4 **Subject to Escheat**

5 **(Code Civ. Proc., § 1572, subd. (a)(2))**

6 **(Against all Defendants)**

7 55. The Controller incorporates paragraphs 1 through 54 as though fully set forth herein.

8 56. The Controller contends that ClubCorp has violated, and continues to violate, the
9 UPL by failing to identify and report unclaimed membership deposits that are subject to escheat.
10 ClubCorp disputes this. Thus, an actual controversy now exists between the Controller and
11 ClubCorp concerning their respective rights, duties, and obligations under the UPL.

12 57. Accordingly, pursuant to Code of Civil Procedure sections 1571 and 1572, the
13 Controller is entitled to an order determining the unclaimed membership deposits held by
14 ClubCorp that are subject to escheat. (Code Civ. Proc., § 1572, subd. (a)(2).)

15 **THIRD CAUSE OF ACTION**

16 **Unclaimed Property Law—Action to Enforce Delivery of Unclaimed Property**

17 **(Code Civ. Proc., § 1572, subd. (a)(3))**

18 **(Against all Defendants)**

19 58. The Controller incorporates paragraphs 1 through 57 as though fully set forth herein.

20 59. The Controller may bring an action to enforce the delivery of any property due and
21 owing to the Controller under the UPL. (Code Civ. Proc., § 1572, subd. (a)(3).) ClubCorp has
22 refused, and continues to refuse, to deliver to the Controller unclaimed membership deposits that
23 are subject to escheat. Accordingly, the Controller is entitled to an order enforcing the delivery
24 of all such unclaimed property to it pursuant to the UPL.

25 **PRAYER FOR RELIEF**

26 WHEREFORE, the Controller prays for judgment against Defendants, and each of them, as
27 follows:
28

1 1. On the first cause of action, for a permanent injunction requiring ClubCorp to submit
2 to a complete and timely examination of its books and records pursuant to Code of Civil
3 Procedure sections 1571 and 1572. The injunction shall include requirements that ClubCorp
4 provide: (1) complete and accurate responses to all requests for information from the Controller
5 concerning the subjects of the examination; (2) prompt, on-site access to ClubCorp personnel
6 with personal knowledge of the subjects of the examination; and (3) prompt, on-site access to
7 ClubCorp's electronic and/or paper bookkeeping systems concerning the subjects of the
8 examination.

9 2. On the second cause of action, for an order determining the number and value of
10 unclaimed membership deposits held by ClubCorp that must be reported and escheated to the
11 Controller.

12 3. On the third cause of action, for a permanent injunction requiring ClubCorp to deliver
13 to the Controller all membership deposits that are judicially determined to be subject to escheat.

14 4. For interest due and payable for failure to report or deliver unclaimed property within
15 the time prescribed by the UPL at a rate of 12 percent per annum on that property from the date
16 the property should have been reported or paid. (Code Civ. Proc., § 1577.)

17 5. For fines due for willful failures to report, pay, deliver escheated property, or perform
18 other duties required by the UPL, upon a failure to respond within a reasonable time after
19 notification by certified mail by the Controller. (Code Civ. Proc., § 1576.)

20 6. For all costs of suit.

21 7. For any other relief this Court deems just, proper and equitable.

22 Dated: May 28, 2019

Respectfully Submitted,

23 XAVIER BECERRA
24 Attorney General of California
25 PAUL STEIN
26 Supervising Deputy Attorney General

27 

28 S. MICHELE INAN
 Deputy Attorney General
 Attorneys for Plaintiff Betty Yee, Controller
 of the State of California

NOTICE TO PLAINTIFF

A Case Management Conference is set for:

DATE: OCT-30-2019

TIME: 10:30AM

**PLACE: Department 610
400 McAllister Street
San Francisco, CA 94102-3680**

All parties must appear and comply with Local Rule 3.

CRC 3.725 requires the filing and service of a case management statement form CM-110 no later than 15 days before the case management conference. However, it would facilitate the issuance of a case management order **without an appearance** at the case management conference if the case management statement is filed, served and lodged in Department 610 twenty-five (25) days before the case management conference.

Plaintiff must serve a copy of this notice upon each party to this action with the summons and complaint. Proof of service subsequently filed with this court shall so state. **This case is eligible for electronic filing and service per Local Rule 2.11. For more information, please visit the Court's website at www.sfsuperiorcourt.org under Online Services.**

[DEFENDANTS: Attending the Case Management Conference does not take the place of filing a written response to the complaint. You must file a written response with the court within the time limit required by law. See Summons.]

ALTERNATIVE DISPUTE RESOLUTION REQUIREMENTS

IT IS THE POLICY OF THE SUPERIOR COURT THAT EVERY CIVIL CASE SHOULD PARTICIPATE IN MEDIATION, ARBITRATION, NEUTRAL EVALUATION, AN EARLY SETTLEMENT CONFERENCE, OR OTHER APPROPRIATE FORM OF ALTERNATIVE DISPUTE RESOLUTION PRIOR TO A TRIAL.

(SEE LOCAL RULE 4)

Plaintiff **must** serve a copy of the Alternative Dispute Resolution (ADR) Information Package on each defendant along with the complaint. (CRC 3.221.) The ADR package may be accessed at www.sfsuperiorcourt.org/divisions/civil/dispute-resolution or you may request a paper copy from the filing clerk. All counsel must discuss ADR with clients and opposing counsel and provide clients with a copy of the ADR Information Package prior to filing the Case Management Statement.

**Superior Court Alternative Dispute Resolution Administrator
400 McAllister Street, Room 103-A
San Francisco, CA 94102
(415) 551-3869**

See Local Rules 3.3, 6.0 C and 10 B re stipulation to judge pro tem.

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
 S. Michele Inan, SBN 119205
 455 Golden Gate Ave., Suite 11000
 San Francisco, CA 94102
 Email: Michele.Inan@doj.ca.gov
 TELEPHONE NO.: 415-510-3802 FAX NO.: 415-703-5480
 ATTORNEY FOR (Name): Betty Yee, Plaintiff Controller of State of California

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco

STREET ADDRESS: 400 McAllister St.

MAILING ADDRESS:

CITY AND ZIP CODE: San Francisco, CA 94102-4514

BRANCH NAME: Civic Center Courthouse

CASE NAME:

Betty Yee v. ClubCorp Holdings, Inc., et al.

CIVIL CASE COVER SHEET

☒ **Unlimited**
 (Amount
 demanded
 exceeds \$25,000)

☐ **Limited**
 (Amount
 demanded is
 \$25,000 or less)

Complex Case Designation

☐ **Counter** ☐ **Joinder**

Filed with first appearance by defendant
 (Cal. Rules of Court, rule 3.402)

CASE NUMBER:

JUDGE:

DEPT:

CGC-19-576314

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort

☐ Auto (22)
☐ Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

☐ Asbestos (04)
☐ Product liability (24)
☐ Medical malpractice (45)
☐ Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

☐ Business tort/unfair business practice (07)
☐ Civil rights (08)
☐ Defamation (13)
☐ Fraud (16)
☐ Intellectual property (19)
☐ Professional negligence (25)
☐ Other non-PI/PD/WD tort (35)

Employment

☐ Wrongful termination (36)
☐ Other employment (15)

Contract

☐ Breach of contract/warranty (06)
☐ Rule 3.740 collections (09)
☐ Other collections (09)
☐ Insurance coverage (18)
☐ Other contract (37)

Real Property

☐ Eminent domain/inverse condemnation (14)
☐ Wrongful eviction (33)
☐ Other real property (26)

Unlawful Detainer

☐ Commercial (31)
☐ Residential (32)
☐ Drugs (38)

Judicial Review

☐ Asset forfeiture (05)
☐ Petition re: arbitration award (11)
☐ Writ of mandate (02)
☐ Other judicial review (39)

Provisionally Complex Civil Litigation
(Cal. Rules of Court, rules 3.400-3.403)

☐ Antitrust/Trade regulation (03)
☐ Construction defect (10)
☐ Mass tort (40)
☐ Securities litigation (28)
☐ Environmental/Toxic tort (30)
☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

☐ Enforcement of judgment (20)

Miscellaneous Civil Complaint

☐ RICO (27)
☒ Other complaint (not specified above) (42)

Miscellaneous Civil Petition

☐ Partnership and corporate governance (21)
☐ Other petition (not specified above) (43)

2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. ☒ Large number of separately represented parties d. ☒ Large number of witnesses
 b. ☒ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve c. ☒ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
 c. ☒ Substantial amount of documentary evidence f. ☐ Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. ☐ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive

4. Number of causes of action (specify): Three

5. This case ☐ is ☒ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: May 28, 2019

(TYPE OR PRINT NAME)

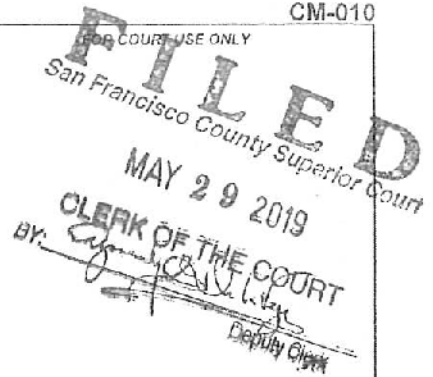
NOTICE

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

BY FAX



INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*If the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—
Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition



Superior Court of California, County of San Francisco

Alternative Dispute Resolution Program Information Package



The plaintiff must serve a copy of the ADR information package on each defendant along with the complaint. (CRC 3.221(c))

WHAT IS ADR?

Alternative Dispute Resolution (ADR) is the term used to describe the various options available for settling a dispute without a trial. There are many different ADR processes, the most common forms of which are mediation, arbitration and settlement conferences. In ADR, trained, impartial people decide disputes or help parties decide disputes themselves. They can help parties resolve disputes without having to go to court.

WHY CHOOSE ADR?

"It is the policy of the Superior Court that every noncriminal, nonjuvenile case participate either in an early settlement conference, mediation, arbitration, early neutral evaluation or some other alternative dispute resolution process prior to trial." (Local Rule 4)

ADR can have a number of advantages over traditional litigation:

- **ADR can save time.** A dispute often can be resolved in a matter of months, even weeks, through ADR, while a lawsuit can take years.
- **ADR can save money,** including court costs, attorney fees, and expert fees.
- **ADR encourages participation.** The parties may have more opportunities to tell their story than in court and may have more control over the outcome of the case.
- **ADR is more satisfying.** For all the above reasons, many people participating in ADR have reported a high degree of satisfaction.

HOW DO I PARTICIPATE IN ADR?

Litigants may elect to participate in ADR at any point in a case. General civil cases may voluntarily enter into the court's ADR programs by any of the following means:

- Filing a Stipulation to ADR: Complete and file the Stipulation form (attached to this packet) at the clerk's office located at 400 McAllister Street, Room 103;
- Indicating your ADR preference on the Case Management Statement (also attached to this packet); or
- Contacting the court's ADR office (see below) or the Bar Association of San Francisco's ADR Services at 415-982-1600 or www.sfbar.org/adr for more information.

For more information about ADR programs or dispute resolution alternatives, contact:

Superior Court Alternative Dispute Resolution
400 McAllister Street, Room 103, San Francisco, CA 94102
415-551-3876

Or, visit the court ADR website at www.sfsuperiorcourt.org

The San Francisco Superior Court currently offers three ADR programs for general civil matters; each program is described below:

1) EARLY SETTLEMENT CONFERENCES

The goal of early settlement is to provide participants an opportunity to reach a mutually acceptable settlement that resolves all or part of a dispute.

(A) THE BAR ASSOCIATION OF SAN FRANCISCO (BASF) EARLY SETTLEMENT PROGRAM (ESP): This program, provided in conjunction with the court, pairs parties with a two-member volunteer attorney panel. The panels are comprised of one plaintiff and one defense attorney, each with at least 10 years of trial experience. On occasion, a panelist with extensive experience in both plaintiff and defense roles serves as a sole panelist.

Operation: The settlement conference typically occurs 2 to 3 months prior to the trial date. BASF informs the participants of the conference date well in advance and provides the names of the panelists and location of the conference approximately 2 weeks prior to the conference. Panelists provide at **no cost** up to 2 hours of their time at each conference, and many panelists provide additional time at no cost if a settlement is imminent. A conference typically begins with a brief meeting with all parties and their attorneys during which each side presents an initial statement. The panelists then assist the parties in understanding and candidly discussing the strengths and weaknesses of their cases, utilizing private meetings as appropriate. If a case does not settle during the first two hours, parties have the option to hire the panelists to continue the conference.

Cost: BASF charges an administrative fee of \$250 per party. For information on fees for cases involving multiple parties, please contact BASF. Parties who meet certain eligibility requirements may request a waiver of the fee. For more information, please contact BASF's ESP Coordinator at 415-782-9000 ext. 8717 or visit www.sfbbar.org/esp.

(B) COURT SETTLEMENT CONFERENCE: Parties may elect to apply to the Presiding Judge's department for a specially-set mandatory settlement conference. See Local Rule 5.0 for further instructions. Upon approval of the Presiding Judge, the court will schedule the conference and assign the case for a settlement conference.

2) MEDIATION

Mediation is a voluntary, flexible, and confidential process in which a neutral third party facilitates negotiations. The goal of mediation is to reach a mutually satisfactory agreement, before incurring the expense of going to court, that resolves all or part of a dispute after exploring the interests, needs, and priorities of the parties in light of relevant evidence and the law. A mediator strives to bring the parties to a mutually beneficial settlement of the dispute.

(A) MEDIATION SERVICES OF THE BAR ASSOCIATION OF SAN FRANCISCO, in cooperation with the Superior Court, is designed to help civil litigants resolve disputes before they incur substantial costs in litigation. While it is best to utilize the program at the outset of litigation, parties may use the program at any time while a case is pending.

Operation: A mediator provides at **no cost** one hour of preparation time and two hours of mediation time. After those three hours, if the case is not resolved, parties have the option to continue the process and pay the mediator at his or her regular hourly rate. BASF pre-screens all mediators based upon strict educational and experience requirements. Parties may select a specific mediator or BASF will help the parties make a selection. The BASF website contains photographs, biographies, and videos of the mediators as well as testimonials to assist with the selection process.

Cost: BASF charges an administrative fee of \$250 per party. For information on fees for cases involving multiple parties, please contact BASF. The hourly mediator fee beyond the first three hours will vary depending on the mediator selected. Parties who meet certain eligibility requirements may request a waiver of the fee. For more information, please contact BASF's Mediation Coordinator at 415-782-9000 ext. 8787 or visit www.sfbar.org/mediation.

(B) PRIVATE MEDIATION: Although not currently a part of the court's ADR program, civil disputes may also be resolved through private mediation. Parties may elect any private mediator or mediation organization of their choice; the selection and coordination of private mediation is the responsibility of the parties. Parties may find mediators and organizations on the Internet. The cost of private mediation will vary depending on the mediator selected.

3) ARBITRATION

An arbitrator is neutral attorney who presides at a hearing where the parties present evidence through exhibits and testimony. The arbitrator applies the law to the facts of the case and makes an award based upon the merits of the case.

(A) JUDICIAL ARBITRATION: When the court orders a case to arbitration it is called "judicial arbitration". The goal of arbitration is to provide parties with an adjudication that is earlier, faster, less formal, and usually less expensive than a trial.

Operation: Pursuant to CCP 1141.11 and Local Rule 4, all civil actions in which the amount in controversy is \$50,000 or less, and no party seeks equitable relief, shall be ordered to arbitration. (Upon stipulation of all parties, other civil matters may be submitted to judicial arbitration.) A case is ordered to arbitration after the Case Management Conference. An arbitrator is chosen from the court's Arbitration Panel. Arbitrations are generally held between 7 and 9 months after a complaint has been filed. Judicial arbitration is not binding unless all parties agree to be bound by the arbitrator's decision. Any party may request a trial within 30 days after the arbitrator's award has been filed.

Local Rule 4.2 allows for mediation in lieu of judicial arbitration, so long as the parties file a stipulation to mediate after the filing of a complaint. If settlement is not reached through mediation, a case proceeds to trial as scheduled.

Cost: There is no cost to the parties for judicial arbitration.

(B) PRIVATE ARBITRATION: Although not currently a part of the court's ADR program, civil disputes may also be resolved through private arbitration. Here, the parties voluntarily consent to arbitration. If all parties agree, private arbitration may be binding and the parties give up the right to judicial review of the arbitrator's decision. In private arbitration, the parties select a private arbitrator and are responsible for paying the arbitrator's fees.